

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 17-cv-389-jdp

BRENDA L. VINALL-MOGEL,
and KEITH J. MOGEL,

Defendants.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The above-captioned matter having come before the Court to be heard, Honorable James D. Peterson, United States District Judge for the Western District of Wisconsin, presiding without a jury, on August 29, 2017, the Plaintiff, United States of America ("Plaintiff"), having appeared by its attorney, the Office of the United States Attorney for the Western District of Wisconsin, and no appearance having been made on behalf of the Defendants herein, except as may be noted on the record; the Clerk of the United States District Court for the Western District of Wisconsin having duly entered the default of Defendants Brenda L. Vinall-Mogel and Keith J. Mogel, and the Plaintiff having filed a Notice of Application for Default and Motion for Default Judgment, with accompanying Declarations; and it further appearing that due notice of application and motion for judgment has been made to the Defendants, and the Court

having heard the matter, therefore makes and files the following findings of fact and conclusions of law constituting its decision in this action.

FINDINGS OF FACT

1. The allegations set forth in Plaintiff's complaint are proven true.

2. There is now due and unpaid on all Notes and Mortgages as of August 29, 2017, the following sums: *See Attachment A.*

3. The remaining chattel secured by the promissory notes and security agreements held by Plaintiff is described in Attachment B attached hereto.

4. The mortgaged premises are described as follows:

The Southwest Quarter of the Southwest Quarter (SW-SW) of Section Fourteen (14), Township Thirty-Eight (38) North, Range Eighteen (18) West; EXCEPT the West 33 feet thereof; ALSO EXCEPT the Highway Right-of-Way described in Volume 564 of Records, Page 502. Town of Wood River, Burnett County, Wisconsin.

And

The Northwest Quarter of the Southeast Quarter (NW-SE) of Section Eleven (11), Township Thirty-Eight (38) North, Range Eighteen (18) West, Town of Wood River, Burnett County, Wisconsin.

5. The real estate is so situated that it can be sold in parcels.

6. The remaining chattel secured by the promissory notes and security agreements is described in Attachment B attached hereto.

7. Notice of the pendency of this action was duly given on May 25, 2017, after the filing of the Complaint herein, by filing a Notice of Lis Pendens in the office of the Register of Deeds for Burnett County, Wisconsin. This was done in the manner and

form required by law, after the filing of the complaint herein, and more than twenty (20) days prior to the trial or other resolution of this action.

8. The Defendants have not served an Answer or other response and the Clerk of Court has duly entered the default of said Defendants.

9. No other proceedings have been held at law or otherwise for the recovery of the sum secured by the promissory notes, security agreements, continuation statements, financing statements, and mortgages.

10. Plaintiff is entitled to immediate possession of the items of security on which the Farm Service Agency has a security interest, set out in the Complaint on file herein, as listed in Attachment B.

CONCLUSIONS OF LAW

1. Plaintiff is entitled to judgment of foreclosure and sale of the mortgaged premises and secured chattel in the usual form as requested in Plaintiff's Complaint, and in accordance with the above Findings of Fact.

2. Plaintiff is entitled to recover from the Defendants the following sum: *See* Attachment A.

3. Plaintiff is entitled to immediate possession of the items of security remaining in possession of the Defendants Brenda L. Vinall-Mogel and Keith J. Mogel set out in Attachment B and in the Complaint on file herein.

4. The items of security may be sold individually or as a whole at a public or private sale, and the sale shall be conducted by or under the direction of the United

States Marshal for the Western District of Wisconsin or the United States Department of Agriculture's Farm Service Agency.

5. That if necessary to secure possession of the chattel and premises, the Clerk of Court, upon application by Plaintiff, shall issue a Writ of Assistance.

6. The Defendants and all persons claiming under them subsequent to the filing of the notice of the pendency of this action be and hereby are forever barred and foreclosed of all right, title, interest, claim and equity of redemption in the chattel and mortgaged premises.

7. The mortgaged premises shall be sold as two individual parcels.

8. The Defendants shall not be granted a right of redemption.

9. Sale of the premises shall be conducted by or under the direction of the United States Marshal for the Western District of Wisconsin. Notice of the sale shall be made by publication in the Burnett County Sentinel, a newspaper published in the City of Grantsburg, Burnett County, Wisconsin.

10. Proceeds from the sale of the subject premises shall be paid first to satisfy Defendants Brenda L. Vinall-Mogel and Keith J. Mogel's debt to the United States as set forth in Attachment A, plus necessary costs and disbursements.

11. Any remaining proceeds from the sale of the subject premises shall be subject to further order of the Court.

12. Deficiency judgment is not being sought in this action.

Now, on application of Plaintiff United States of America,

IT IS THEREFORE ORDERED that foreclosure of said mortgages and security agreements in the usual form as provided by and in accordance with the above Findings of Fact and Conclusions of Law be entered in this action.

Dated this 29th day of AUGUST, 2017.

BY THE COURT:

A handwritten signature in black ink, appearing to read "James D. Peterson", written over a horizontal line.

JAMES D. PETERSON
United States District Judge

United States v. Brenda J. Vinall-Mogel, et al.

Case No. 17-cv-389-jdp

ATTACHMENT A

Notes and Mortgages

a.	Principal as of August 29, 2017	\$201,242.66
b.	Interest as of August 29, 2017	<u>\$ 15,908.25</u>
	Total as of August 29, 2017	<u><u>\$217,150.91</u></u>

Costs and Disbursements

c.	Filing of Notice of Lis Pendens	<u>\$ 35.00</u>
	Total Costs & Disbursements	<u><u>\$ 35.00</u></u>

TOTAL AS OF AUGUST 29, 2017	<u><u>\$217,185.91</u></u>
------------------------------------	-----------------------------------

ATTACHMENT B
UNITED STATES OF AMERICA V. BRENDA L. VINALL-MOGEL, et al.
Case Number 17-cv-389-jdp

LIST OF ITEMS OF SECURITY

- A. All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which were planted by Brenda L. Vinall-Mogel or Keith J. Mogel in Burnett County, Wisconsin, after the Security Agreement was executed on September 21, 2009, or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after the Security Agreement was executed on September 21, 2009, if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted or harvested by Brenda L. Vinall-Mogel or Keith J. Mogel in Burnett County, Wisconsin.
- B. All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Defendants Brenda L. Vinall-Mogel or Keith J. Mogel, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	MANUFACTURER	SIZE AND TYPE	SERIAL OR MODEL NO.
1	1	Drill	John Deere	9"	
2	1	Roto-Tiller	Troy Built	Big Red	
3	1	Hay Rake	Pollard	5 Wheel	
4	1	Tractor w/ loader	IH-Farmall	460/WF Gas	
5	1	Baler	New Holland	268/Chute	
6	1	Disc	John Deere		
7	1	Plow	John Deere	10'	
8	1	Manure Spreader	Spreadmaster	110 Bu	
9	2	Hay Wagons			
10	1	Drag	Flexible	4 Sec/ Evene	
11	1	Haybine	New Holland	489	
12	1	Trailer	Hale Mfg.	2 Horse	
13	1	Truck	Ford	F150	

14	1	Tractor	IH- Farmall	666/WF & 3 Pt.	2450168UO16237
15	20	Hog Panels		4'x16'	
16	30	Jug Panels	Wooden Feeders		
17	20	Ewe Feeders	Misc.	Wood	
18	1	Scale	Platform		
19	10	Sorting Gate	Wooden	5'x4'	
20	1	Sheep Head Gate			
21	1	Rd Baler	Gehl	RB2480	
22	1	Tractor/Loader	Farm Trac	665 DTC/FWA	
23	2	Bale Spear	Work Saver		
24	1	Brush Hog	Woods	72	
25	1	Gravity Box	Lindsay 7 Ton RG	180 Bu.	
26	1	Baler w/ Kicker	New Holland	435	
27	1	Loader	Farm Trac	6440M & Bucket	
28	1	Sm. Sq. Baler	IHC	430/Thrower	
29	2	Flat Bed Wagons	7 Ton RG	Wood Racks	
30	1	Grain Drill	John Deere	10'	
31	1	Plow	John Deere	3 Bott. Trailer	
32	10	Steel Gates		10-16'	
33	1	Flat Bed Trailer	PJ	18' Bumper Hitch	

C. All livestock (except livestock and poultry kept primarily for subsistence purposes), fish, bees, birds, furbearing animals, other animals produced or used for commercial purposes, other farm products, and supplies, now owned or hereafter acquired by Defendants Brenda L. Vinall-Mogel or Keith J. Mogel, together with all increases, replacements, substitutions, and additions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	BREED	COLOR
1	9	Cattle - Brdg. - Cows		
2	200	Sheep - Brdg. -		

		Ewes- Ewes		
3	1	Sheep - Brdg. - Rams	Targhee	White
4	1	Sheep - Brdg. - Rams	Clun Forest	White
5	1	Sheep - Brdg. - Rams	Hamp	White
6	9	Cows - Beef	Scottish High	Brown
7	13	Beef - Feeder	Scottish High	Brown
8	7	Beef - Calves	Scottish High	Brown
9	1	Bull	Galloway	Black
10	25	Ewes	X Bred	White
11	29	Lambs	X Bred	White